CONTRACT



WPBF 3970 RCA Boulevard Suite 7007 Palm Beach Gardens, FL 33410 (561)694-2525

www.thewpbfchannel.com

And:

Smart Media Group LLC (VA) 814 King St Ste 400 Alexandria, VA 22314

	Contract / Rev	vision		Alt Order #	
	945849	/ 2		06296866	
Product					
TREASURE CST. JBS CO					
Contract Dates	Estimate #				
09/25/12 - 10/01/12	925C01				
Advertiser			<u>Or</u>	iginal Date	/ Revision
Treasure Coast Jobs Coa	lition		C	8/24/12	/ 09/24/12
	Billing Cycle	Billing	Cal	<u>endar</u>	Cash/Trade
	EOM/EOC	Broado	cast		Cash
	Chatian	A	-1.7		Calaa Office

EOM/EOC	Broadcast		Cash
<u>Station</u>	Account E	xecutive	Sales Office
WPBF	Mica Hans	en	HRP -Washingto
Special Hand	lling		-
<u>Demographic</u>	1		
Adults 35+			
1004	A	A - 3	D
IDB#	Advertiser	Code	Product Code
1046	TCJC		ORDR
Agency Ref		Advertiser	Ref
		i	

Spots/

				Spots	/			
*Line Ch Start Date End Date Description		Start/End Time	Days	Length Week	Rate	Type S	pots	Amount
1 WPBF 09/28/12 09/28/12 M-SUN WPBF	F News 25 @ 1	111-11:35PM		:30		NM	1	\$950.00
Class of Time - Pre-emptible with notice		_						
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> Week: 09/24/12 09/30/121	Spots/Week 1	<u>Rate</u> \$950.00						
2 WPBF 09/28/12 09/28/12 1230-1P Acce	·			:30		NM	1	\$275.00
Class of Time - Pre-emptible with notice	233 1 10 Hy 1100 G	1230-1p		.50		MINI	'	φ275.00
Start Date End Date Weekdays	Spots/Week	Rate						
Week: 09/24/12 09/30/121	1	\$275.00						
3 WPBF 09/28/12 09/28/12 WPBF News 2	25 @ Noon	12pm-1230pm		:30		NM	1	\$375.00
Class of Time - Fixed Non Pre-emptible	C	D-4-						
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> Week: 09/24/12 09/30/121	Spots/Week 1	<u>Rate</u> \$375.00						
4 WPBF 09/28/12 09/28/12 Dr. Oz	· · · · · · · · · · · · · · · · · · ·	4-5p		:30		NM	1	\$525.00
Class of Time - Pre-emptible with notice							•	4020.00
	Spots/Week	Rate						
Week: 09/24/12 09/30/121	1	\$525.00			<u></u>			
5 WPBF 09/28/12 09/28/12 WPBF News 2	25 @ 5am	5-530am		:30		NM	1	\$175.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays	Spots/Week	Rate						
Week: 09/24/12 09/30/121	1	\$175.00						
6 WPBF 09/28/12 09/28/12 M-F 5pm New	/s	5-6pm		:30		NM	0	\$0.00
Class of Time - Pre-emptible with notice	_							
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> Week: 09/24/12 09/30/121	Spots/Week	<u>Rate</u> \$475.00						
Spot Ch Date Range Description	'	Start/End Time	Weekday	<u>s</u> Length	Rate	Туре		
1 WPBF 09/24/12-09/30/12 M-F 5pm Nev	vs	5-6pm	F	: :30	\$475.00	NM		
Credited		, 						
7 WPBF 09/28/12 09/28/12 WPBF News 2	25 Mornings @	5:30-5:57am		:30		NM	1	\$225.00
Class of Time - Pre-emptible with notice								
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> Week: 09/24/12 09/30/121	Spots/Week	<u>Rate</u> \$225.00				Ī		
11301 3012-1112 00100112 I	'	ΨZZ3.00						

(* Line Transactions: N = New, E = Edited, D = Deleted)

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Alt Order #



WPBF 3970 RCA Boulevard Suite 7007 Palm Beach Gardens, FL 33410 (561)694-2525

www.thewpbfchannel.com

945849 / 2 06296866

Contract Dates
Product
TREASURE CST. JBS C925C01

 Advertiser
 Original Date / Revision

 Treasure Coast Jobs Coa
 08/24/12 / 09/24/12

Contract / Revision

Spots/

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	Type Spots	Amount
Start Date End Date Weekdays Spots/Week	Rate			
8 WPBF 09/28/12 09/28/12 WPBF News 25 @ 6:00PM	6-6:30PM	:30	NM 1	\$775.00
Class of Time - Pre-emptible with notice <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 09/24/12 09/30/121 1	<u>Rate</u> \$775.00			
9 WPBF 09/28/12 09/28/12 WPBF News 25 Mornings	6-7AM	:30	NM 1	\$450.00
Class of Time - Fixed Non Pre-emptible Start Date End Date Weekdays Spots/Week Week: 09/24/12 09/30/121 1	<u>Rate</u> \$450.00		;	
10 WPBF 09/28/12 09/28/12 Good Morning America	7-9AM	:30	NM 2	\$1,200.00
Class of Time - Fixed Non Pre-emptible <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 09/24/12 09/30/122- 2	<u>Rate</u> \$600.00			
11 WPBF 10/01/12 10/01/12 WPBF News 25 @ Noon	12pm-1230pm	:30	NM 1	\$375.00
Class of Time - Fixed Non Pre-emptible Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 1 1	<u>Rate</u> \$375.00			
12 WPBF 10/01/12 10/01/12 Dr. Oz	4-5p	:30	NM 1	\$550.00
Class of Time - Pre-emptible with notice <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/01/12 10/07/12 1 1	<u>Rate</u> \$550.00			
13 WPBF 10/01/12 10/01/12 WPBF News 25 @ 5am	5-530am	:30	NM 1	\$175.00
Class of Time - Pre-emptible with notice Start Date	<u>Rate</u> \$175.00			
14 WPBF 10/01/12 10/01/12 M-F 5pm News	5-6pm	:30	NM 1	\$525.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 1 1	Rate \$525.00			
15 WPBF 10/01/12 10/01/12 WPBF News 25 Mornings @	5:30-5:57am	:30	NM 1	\$275.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 1 1	<u>Rate</u> \$275.00			
16 WPBF 10/01/12 10/01/12 WPBF News 25 @ 6:00PM	6-6:30PM	:30	NM 1	\$700.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 1 1	<u>Rate</u> \$700.00			
17 WPBF 10/01/12 10/01/12 WPBF News 25 Mornings	6-7AM	:30	NM 1	\$500.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 1 1	<u>Rate</u> \$500.00			
18 WPBF 10/01/12 10/01/12 Good Morning America	7-9AM	:30	NM 1	\$600.00
Class of Time - Fixed Non Pre-emptible Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 1 1	<u>Rate</u> \$600.00			
19 WPBF 10/01/12 10/01/12 DANCING W/STARS	8-10P	:30	NM 1	\$5,000.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week	Rate			

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08/24/12 / 09/24/12



WPBF 3970 RCA Boulevard **Suite 7007** Palm Beach Gardens, FL 33410 (561)694-2525

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Alt Order # Contract / Revision 945849 06296866 **Contract Dates Product** Estimate # 09/25/12 - 10/01/12 TREASURE CST. JBS (925C01 Advertiser Original Date / Revision

Treasure Coast Jobs Coa

Spots/

				Spots/			
*Line Ch Start Date End	Date Descriptio	n	Start/End Time	Days Length Week	Rate Type	Spots	Amount
<u>Start Date</u> <u>End Date</u> Week: 10/01/12 10/07/12		Spots/Week 1	<u>Rate</u> \$5,000.00				
22 WPBF 09/29/12 09/2	9/12 GMA Satur	day 7-8am	Sat 7am-8am	:30	NM	1	\$375.00
Class of Time - Pre-emp <u>Start Date</u> <u>End Date</u> Week: 09/24/12 09/30/12	<u>Weekdays</u>	Spots/Week 1	<u>Rate</u> \$375.00				
23 WPBF 09/29/12 09/2	9/12 Sat Jeopard	dy	Sat 7:30-8PM	:30	NM	1 1	\$550.00
Class of Time - Pre-empter Start Date Week: 09/24/12 09/30/12	otible with notice Weekdays	Spots/Week 1	<u>Rate</u> \$550.00				
24 WPBF 09/30/12 09/3	D/12 M-SUN WP	BF News 25 @	1:11-11:35PM	:30	NM	1	\$950.00
Class of Time - Pre-empth Start Date	<u>Weekdays</u>	Spots/Week 1	<u>Rate</u> \$950.00				
25 WPBF 09/27/12 09/2	7/12 M-SUN WP	BF News 25 @	1·11-11:35PM	:30	NM	1	\$950.00
Class of Time - Pre-empter Start Date	<u>Weekdays</u>	Spots/Week 1	<u>Rate</u> \$950.00				
26 WPBF 09/27/12 09/2	7/12 1230-1P Ad	cess Hollywood	1230-1p	:30	NM	1	\$275.00
Class of Time - Pre-emp <u>Start Date</u> <u>End Date</u> Week: 09/24/12 09/30/12	Weekdays 1	Spots/Week 1	<u>Rate</u> \$275.00				
27 WPBF 09/27/12 09/2	7/12 WPBF New	rs 25 @ Noon	12pm-1230pm	:30	NM	1	\$375.00
Class of Time - Fixed No. Start Date End Date Week: 09/24/12 09/30/12	<u>Weekdays</u>	Spots/Week 1	<u>Rate</u> \$375.00				
28 WPBF 09/27/12 09/2			4-5p	:30	NM	1	\$525.00
Class of Time - Pre-emp Start Date End Date Week: 09/24/12 09/30/12	Weekdays 1	Spots/Week 1	<u>Rate</u> \$525.00				
	7/12 WPBF New	s 25 @ 5am	5-530am	:30	NM	1	\$175.00
Class of Time - Pre-emp Start Date End Date Week: 09/24/12 09/30/12		Spots/Week 1	<u>Rate</u> \$175.00				
30 WPBF 09/27/12 09/2	7/12 M-F 5pm N	ews	5-6pm	:30	NM	1	\$475.00
Class of Time - Pre-emp Start Date End Date Week: 09/24/12 09/30/12		Spots/Week 1	<u>Rate</u> \$475.00			:	
	7/12 WPBF New	s 25 Mornings @	5:30-5:57am	:30	NM	1	\$225.00
Class of Time - Pre-emp <u>Start Date</u> <u>End Date</u> Week: 09/24/12 09/30/12		Spots/Week 1	<u>Rate</u> \$225.00			ļ	
	7/12 WPBF New	s 25 @ 6:00PM	6-6:30PM	:30	NM	1	\$775.00
Class of Time - Pre-emp <u>Start Date</u> <u>End Date</u> Week: 09/24/12 09/30/12	Weekdays 1	Spots/Week 1	<u>Rate</u> \$775.00				
33 WPBF 09/27/12 09/27 Class of Time - Fixed No	7/12 WPBF New on Pre-emptible	s 25 Mornings	6-7AM	:30	NM	1	\$450.00

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Contract / Revision

 Advertiser
 Original Date / Revision

 Treasure Coast Jobs Coa
 08/24/12 / 09/24/12

Spots/

							Spots	ſ			
*Line Ch	Start D	ate End Da	ate Description	1	Start/End Time	Days	Length Week	Rate	Type S	pots	Amount
<u>Sta</u> Week: 09/	art <u>Date</u> /24/12	End Date 09/30/12	Weekdays 1	Spots/Week 1	<u>Rate</u> \$450.00						
34 WPB	3F 09/27/1	2 09/27/1	2 Good Mornit	ng America	7-9AM		:30		NM	1	\$600.00
	art Date	- Fixed Non End Date 09/30/12	Pre-emptible <u>Weekdays</u> 1	Spots/Week 1	<u>Rate</u> \$600.00						
35 WPE	3F 09/25/1	2 09/25/1	2 M-SUN WPE	BF News 25 @	1·11-11:35PM		:30		NM	1	\$950.00
	art Date	- Pre-emptib End Date 09/30/12	le with notice <u>Weekdays</u> -1	Spots/Week	<u>Rate</u> \$950.00						
36 WPE	3F 09/25/1	2 09/25/1	2 WPBF News	s 25 @ Noon	12pm-1230pm		:30		NM	1	\$375.00
	art Date	- Fixed Non End Date 09/30/12	Pre-emptible <u>Weekdays</u> -1	Spots/Week 1	<u>Rate</u> \$375.00						
37 WPB	3F 09/25/1	2 09/25/1	2 Dr. Oz		4-5p		:30		NM	0	\$0.00
Sta Week: 09/	art <u>Date</u> /24/12	End Date 09/30/12	Weekdays -1	Spots/Week 1	Rate \$525.00	187 11	Locath	Dete			
Spot Ch		<u>e Range</u> 24/12-09/30/	Description 12 Dr Oz		Start/End Time 4-5p	Weekdays		<u>Rate</u> \$525.00	<u>Type</u> <i>NM</i>		
	redited	- 11 12 00/00/	72 51. 52		4 0 p		.50	WOLO.00	, , , , ,		
38 WPB	3F 09/25/1	2 09/25/1	2 WPBF News	s 25 @ 5am	5-530am		:30		NM	1	\$175.00
	art Date	- Pre-emptib End Date 09/30/12	le with notice Weekdays -1	Spots/Week 1	<u>Rate</u> \$175.00				6		
39 WPB	3F 09/25/1	2 09/25/1	2 M-F 5pm Ne	ws	5-6pm		:30		NM	1	\$475.00
	art Date	- Pre-emptib End Date 09/30/12	le with notice Weekdays -1	Spots/Week 1	<u>Rate</u> \$475.00						
40 WPB	BF 09/25/1	2 09/25/1	2 WPBF News	s 25 Mornings @	ฏ 5:30-5:57am		:30		MM	0	\$0.00
<u>Sta</u> Week: 09/	art Date /24/12	End Date 09/30/12	le with notice Weekdays -1	Spots/Week 1	<u>Rate</u> \$225.00						
		<u>e Range</u> 24/12-09/30/	Description 12 WPBF New	s 25 Mornings (<u>Start/End Time</u> @ <i>5:30-5:57am</i>	<u>Weekdays</u> -Tu		Rate \$225.00	<u>Type</u> <i>NM</i>		
41 WPB	F 09/25/1	2 09/25/1	2 WPBF News	25 @ 6:00PM	6-6:30PM		:30		NM	1	\$775.00
Class	s of Time art Date		le with notice Weekdays -1	Spots/Week	<u>Rate</u> \$775.00						
			2 WPBF News		6-7AM		:30	:-	NM	4	#450.00
			z webeinews Pre-emptible	20 MOUITINGS	O-1 WIN		.ou		INIVI	1	\$450.00
	ırt Date	End Date 09/30/12	Weekdays -1	Spots/Week 1	<u>Rate</u> \$450.00						
		2 09/25/1		ng America	7-9AM		:30		NM	2	\$1,200.00
	rt Date	Fixed Non End Date 09/30/12	Pre-emptible <u>Weekdays</u> -2	Spots/Week 2	<u>Rate</u> \$600.00						

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*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	Type Spots	Amount
44 WPBF 09/26/12 09/26/12 M-SUN WPBF News 25 @	1:11-11:35PM	:30	NM 1	\$950.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 09/24/12 09/30/121 1	<u>Rate</u> \$950.00			
45 WPBF 09/26/12 09/26/12 1230-1P Access Hollywood	l 1230-1p	:30	NM 1	\$275.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 09/24/12 09/30/121 1	<u>Rate</u> \$275.00			
46 WPBF 09/26/12 09/26/12 WPBF News 25 @ Noon	12pm-1230pm	:30	NM 1	\$375.00
Class of Time - Fixed Non Pre-emptible Start Date	<u>Rate</u> \$375.00			
47 WPBF 09/26/12 09/26/12 Dr. Oz	4-5p	:30	NM 1	\$525.00
Class of Time - Pre-emptible with notice Start Date	<u>Rate</u> \$525.00			
48 WPBF 09/26/12 09/26/12 WPBF News 25 @ 5am	5-530am	:30	NM 1	\$175.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 09/24/12 09/30/121 1	<u>Rate</u> \$175.00			
49 WPBF 09/26/12 09/26/12 M-F 5pm News	5-6pm	:30	NM 1	\$475.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 09/24/12 09/30/121 1	<u>Rate</u> \$475.00			
50 WPBF 09/26/12 09/26/12 WPBF News 25 Mornings (@ 5:30-5:57am	:30	NM 1	\$225.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 09/24/12 09/30/121 1	<u>Rate</u> \$225.00			
51 WPBF 09/26/12 09/26/12 WPBF News 25 @ 6:00PM	6-6:30PM	:30	NM 1	\$775.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 09/24/12 09/30/121 1	<u>Rate</u> \$775.00	V.,		
52 WPBF 09/26/12 09/26/12 WPBF News 25 Mornings	6-7AM	:30	NM 1	\$450.00
Class of Time - Fixed Non Pre-emptible Start Date	<u>Rate</u> \$450.00			
53 WPBF 09/26/12 09/26/12 Good Morning America	7-9AM	:30	NM 2	\$1,200.00
Class of Time - Fixed Non Pre-emptible Start Date End Date Weekdays Week: 09/24/12 09/30/122 2	<u>Rate</u> \$600.00		:	
54 WPBF 09/29/12 09/29/12 M-Sun 1130p-12am Late N	ev1130p-1205am	:30	NM 1	\$425.00
Class of Time - Pre-emptible with notice Start Date	<u>Rate</u> \$425.00			
55 WPBF 09/30/12 09/30/12 Sun 11:35pm Late News	1135p-12am	:30	NM 1	\$350.00
Class of Time - Pre-emptible with notice Start Date	<u>Rate</u> \$350.00			

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Contract Agreement Between:

Print Date 09/25/12

Page 6 of 8



WPBF 3970 RCA Boulevard **Suite 7007** Palm Beach Gardens, FL 33410 (561)694-2525

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	Contract / Revision	Alt Order #
	945849 / 2	06296866
Contract Dates	Product	Estimate #
09/25/12 - 10/01/12	TREASURE CST. JBS C	925C01

Advertiser Original Date / Revision 08/24/12 / 09/24/12 Treasure Coast Jobs Coa

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week	Rate Type:	Spots	Amount
Start Date End Date Weekdays Spots/Week	Rate				
56 WPBF 09/25/12 09/28/12 M-F 3-4P	M-F 3-4P	:30	NM	1	\$400.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 09/24/12 09/30/12 -TwTF 1	<u>Rate</u> \$400.00				
57 WPBF 09/29/12 09/29/12 Sat 6-7am News	Sat 6-7am	:30	NM	1	\$175.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 09/24/12 09/30/12S- 1	<u>Rate</u> \$175.00				
58 WPBF 09/25/12 09/28/12 Good Morning America	7-9AM	:30	NM	1	\$650.00
Class of Time - Fixed Non Pre-emptible Start Date	<u>Rate</u> \$650.00				
59 WPBF 09/29/12 09/29/12 M-Sun 1130p-12am Late No	ev1130p-1205am	:30	NM	1	\$475.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 09/24/12 09/30/12S- 1	<u>Rate</u> \$475.00				
60 WPBF 09/25/12 09/28/12 Jimmy Kimmel	12:06-01:06AM	:30	NM	1	\$100.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 09/24/12 09/30/12 -TwTF 1	<u>Rate</u> \$100.00				
		Totals		58	\$32,750.00

Time Period # of Spots **Gross Amount** Net Amount 08/27/12 -09/30/12 49 \$24,050.00 \$20,442.50 10/01/12 -10/01/12 9 \$8,700.00 \$7,395.00 Totals 58 \$32,750.00 \$27,837.50

Signature:	Date:

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TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

BILLING AND PAYMENTS

Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.

Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

TERMINATION 2.

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. **OMISSION OF BROADCAST**

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. **PREEMPTIONS**

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

FIXED RATE PURCHASES 5.

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. **CONSEQUENTIAL DAMAGES**

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. **GENERAL**

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the face hereof.

(b)	The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercia
materials and other property furnis	shed by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in
connection with broadcasts excep-	t after its prior approval.

- (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be falling to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

AGREEMENT FORM FOR NON-CANDIDATE/ISSUE ADVERTISEMENTS

Station and Location:								
U111 7/19/C								
I, Smart Media	st station time conce	emino the follo	wino issue.		AND THE PROPERTY OF THE PROPER			
do hereby reque	st station time conce	erning the fork	Jwillg issue.	•				
Treasure Coast	Jobs Coalition							
Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks			
see attached								
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				and the second s	and the second of the second o			
Total Charges: See order								
This broadcast time will be used by: Treasure Coast Jobs Coalition								
Does the programming (in whole or in part) communicate "a message relating to any political matter of national importance?"								
□ Yes ☑ No								

	For programming that importance," list the na office(s) being sought	ame of the legally	qualified candid	late(s) the progra		
			,			
	For programming that 'importance," attach Ag			to any political	matter of national	
	I represent that the pay	ment for the abo	ve described broa	dcast time has be	een furnished by:	
	Treasure Coast Jobs Coast	alition				
	furnishing the payment	and you are authorized to announce the time as paid for by such person or entity. The entity furnishing the payment, if other than an individual person, is: a corporation; a committee; an association; or other unincorporated group.				
and the state of t	The names, offices, and agents of the entity are I agree to indemnify an reasonable attorney's for advertisement(s). For transcript, or tape, where the time of the	named below (m nd hold harmless ees, that may ens the above-stated hich will be deliv	ay be attached se the station for an ue from the broad broadcast(s), I wered to the stati	parately): y damages or lia least of the above also agree to pre	bility, including e-requested epare a script,	
	то	BE SIGNE	D BY ISSUI	E ADVERTI	SER	
	8/24/12 Date	Signature		703 - SE	34747 Phone Number	
TO BE SIGNED BY STATION REPRESENTATIVE						
	Accepted		Accepted in P	art	Rejected	
	Signature		Printed Name		Title	